(REV. 10-83)
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The purpose of this Amendment is to make the following changes:

SECTION B – Supplies or Services and Prices/Costs

Delete the following:

Clause B.3, LIMITATION ON FEE is deleted in its entirety.

Replace with the following:

Clause B.3, LIMITATION ON FEE

Total Available Fee under this Contract shall not exceed 10% of Total Estimated Contract Cost (except for transition costs).

SECTION C – Statement of Work

Delete the following:

Section C, on pages C-13, C-14, and C-27.

Basis for Section 3116 Determination for Salt Waste Disposal at the Savannah River Site (DOE-WD-225-001, January 2006).

Replace with the following:

Section C, on pages C-13, C-14, and C-27.

Basis for Section 3116 Determination for Salt Waste Disposal at the Savannah River Site (DOE-WD-2005-001, January 2006).

Delete the following:

Page C-14, Section C.2.1.1.1, Required Conformity, Item b.3.

3) the processing and disposal of waste using ARP and MCU shall comply with permit Condition A.1.c., as referenced in Consent Order paragraph 11;

Replace with the following:

Page C-14, Section C.2.1.1.1, Required Conformity, Item b.3.

3) the processing and disposal of waste using ARP and MCU shall comply with permit Condition A.1.c., as referenced in Consent Order paragraph 13;

SECTION G – Contract Administration Data

Delete the following:

G.2 CONTRACT ADMINISTRATION paragraph (c)

The payment method for this contract allows the advance of Government funds by use of a Letter of Credit (payments cleared financing arrangement) through a special financial institution account. The Contractor may elect to withdraw Government funds from a Special Financial Institution Account based on the conditions stated herein: (1) withdrawals are limited to a monthly basis only and at the same time that a certified invoice is submitted to the Government for payments of allowable costs, and withdrawal amount shall not exceed the amount of the certified invoice, (2) withdrawals for provisional fee, if authorized by the Contracting Officer, as provided for in Clause B.2 (h), Estimated Cost and Award Fee, (3) withdrawals for semi-annual fee when approved by the CO in accordance with Clause G.7 (b), Submission of Invoices, and (4) in accordance with Clauses G.7, Submission of Invoices, H.19, Special Financial Institution Account Agreement, and H.47, Payments and Advances. All such withdrawals shall be considered provisional until cost incurred audits are performed and/or the CO makes a determination of cost allowability in accordance with other provisions of the contract.

Replace with the following:

G.2 CONTRACT ADMINISTRATION paragraph (c)

The payment method for this contract allows the advance of Government funds by use of a Letter of Credit (payments cleared financing arrangement) through a special financial institution account. The Contractor may elect to withdraw Government funds from a Special Financial Institution Account based on the conditions stated herein: (1) withdrawals are limited to a monthly basis only and at the same time that a certified invoice is submitted to the Government for payments of allowable costs, and withdrawal amount shall not exceed the amount of the certified invoice, (2) withdrawals for provisional fee, if authorized by the Contracting Officer, as provided for in Clause B.2 (h), Estimated Cost and Award Fee, (3) withdrawals for semi-annual fee when approved by the CO in accordance with Clause G.7 (b), Submission of Invoices, and (4) in accordance with Clauses G.7, Submission of Invoices, and H.19, Special Financial Institution Account Agreement. All such withdrawals shall be considered provisional until cost incurred audits are performed and/or the CO makes a determination of cost allowability in accordance with other provisions of the contract.

SECTION H – Special Contract Requirements

Delete the following:

Clause H.9, EMPLOYEE COMPENSATION: PAY AND BENEFITS, paragraph (e)(1)

<u>Incumbent Employees</u> are the employees who hold regular appointments of Washington Savannah River Company LLC, (WSRC), Bechtel Savannah River Company, Inc. (BSRI),

BWXT Savannah River Company, BNG America Savannah River Corporation/Energy Solutions and CH2 Savannah River Company as of April 1, 2008.

Replace with the following:

Clause **H.9**, **EMPLOYEE COMPENSATION: PAY AND BENEFITS**, paragraph (e)(1)

<u>Incumbent Employees</u> are the employees who hold regular appointments of Washington Savannah River Company LLC, (WSRC), Bechtel Savannah River Company, Inc. (BSRI), BWXT Savannah River Company, BNG America Savannah River Corporation/Energy Solutions and CH2 Savannah River Company as of date of contract award.

Delete the following:

Clause H.9, EMPLOYEE COMPENSATION: PAY AND BENEFITS, paragraph (e)(2)

Non-Incumbent Employees are new hires (i.e., employees other than Incumbent Employees) who are hired by the Contractor after April 1, 2008. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

Replace with the following:

Clause H.9, EMPLOYEE COMPENSATION: PAY AND BENEFITS, paragraph (e)(2)

Non-Incumbent Employees are new hires (i.e., employees other than Incumbent Employees) who are hired by the Contractor after contract award. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

Clause H.19 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

Add the following to the end of the clause:

Special financial institution account-use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the Contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Section J, Appendix C. No part of the funds in the special financial institution account shall be commingled with any funds of the Contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer determines that the balance of such special financial institution

account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.

Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the contractor hereunder is not a loan to the contractor, and will not require the payment of interest by the contractor, and that the contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.

Remedies. If at any time during contract performance, the Contracting Officer determines that unallowable costs were claimed by the contractor to the extent of making the contractor's management controls suspect, or the contractor's management systems that validate costs incurred and claimed suspect, the Contracting Officer may, in his or her sole discretion, require the contractor to cease using the special financial institution account in whole or with regard to specified accounts, requiring reimbursable costs to be claimed by periodic vouchering. In addition, the Contracting Officer, where he or she deems it appropriate, may: impose a penalty under FAR 52.242-3, Penalties for Unallowable Costs (MAR 2001); require a refund; reduce the contractor's otherwise earned fee; and take such other action as authorized in law, regulation, or this contract.

Delete the following:

Clause **H.39**, **TRANSITION ACTIVITIES**, paragraph (d):

(d) After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the CO, the Contractor shall notify the CO in writing that it is ready to assume full responsibility for the work. The Contractor shall assume full responsibility for the work upon the date specified in writing by the CO.

Replace with the following:

Clause **H.39**, **TRANSITION ACTIVITIES**, paragraph (d):

(d) After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the CO, the Contractor shall notify the CO in writing that it is ready to assume full responsibility for the work. DOE will assess the Contractor's readiness to assume responsibility prior to CO approval. The Contractor shall assume full responsibility for the work upon the date specified in writing by the CO.

Delete the following:

Clause H.44 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT paragraph (2)

(2) The Contractor must agree to accept, at the end of transition, transfer of accountability for the remaining government-owned property (real and personal) not covered under paragraph (1), based on existing inventory records, on an "as-is, where-is" basis, and complete a formal inventory of all other nuclear material, non-nuclear material, real property, and personal property within 120 calendar days after the end of transition. Any discrepancies from the existing inventory records shall be reported to the CO. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages.

Replace with the following:

Clause H.44 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT paragraph (2)

(2) The Contractor must agree to accept, at the end of transition, transfer of accountability for the remaining government-owned property (real and personal) not covered under paragraph (1), based on existing inventory records, on an "as-is, where-is" basis, and complete a formal inventory of all other nuclear material, non-nuclear material, real property, and personal property within 120 calendar days after the end of transition. Any discrepancies from the existing inventory records shall be reported to the CO. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages in accordance with other provisions of the contract as applicable.

Delete the following in its entirety:

Clause H.47 PAYMENT AND ADVANCES

Replace with the following:

Clause H.47 RESERVED

Delete the following in its entirety:

Clause H.48 ACCOUNTS, RECORDS, AND INSPECTION

Replace with the following:

Clause H.48 FACILITY OPERATIONS AND INFRASTRUCTURE

The contractor shall assist DOE through direct participation and other support in achieving DOE's energy efficiency goals and objectives in electricity, water, and thermal

consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The Contractor shall maintain and update, as appropriate, its Site Plan (as required elsewhere in the contract) to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives. With respect to this paragraph, the Plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private sector, third party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance Contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized.

SECTION I – Contract Clauses

Delete the following in its entirety:

I.58 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (APRIL 2006)

Replace with the following:

I.58 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUGUST 2007)

Delete the following in its entirety:

I.100 FAR 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004)

Replace with the following:

I.100 FAR 52.245-1 GOVERNMENT PROPERTY (JUNE 2007)

Delete the following in its entirety:

I.133 DEAR 952.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)

Replace with the following:

I.133 RESERVED

SECTION J - List of Attachments

Delete the following in its entirety:

Section J, Appendix L – **APPENDIX L - GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS&I)**

Replace with the following:

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

APPENDIX L - GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS&I)

Scope	Requirement	GFS/I
The Contractor shall support DOE EM by performing infrastructure support as described in Section C, SOW.	DOE shall ensure Government controlled data systems are available for Contractor access as needed to provide infrastructure activities	DOE will ensure the following systems are available to the Contractor throughout the period of performance of this contract: • Computerized Accident/Incident Reporting System (CAIRS) • Integrated Planning Accountability and Budget System (IPABS)Facility Information Management System (FIMS) • Non-Compliance Tracking System (NTS) database • Occurrence Reporting and Processing System (ORPS) • Foreign Access Central Tracking System (FACTS) database • Federal Telephone System Access • Condition Assessment Information System (CAIS) • Work Force Information System (WFIS)
The Contractor shall submit documentation, reports, etc., to DOE during performance of the activities in the SOW.	DOE shall provide comments and/or approval of documentation, reports, etc.	DOE will use its best efforts to provide comments and/or approval of documentation, reports, etc., in a timely manner Typical response times are shown below. If DOE cannot provide comments or approval within the typical response times, DOE will at a minimum provide status. • Project Baseline: 30 business days • Baseline Changes: 30 business days • Regulatory Submittals (with the exception of the RCRA Part B Permit Application): 30 business days • General Correspondence: 5 business days • Project Plans: 20 business days • Safety Basis Documents: 30 business days. These include: • Documented Safety Analysis (DSA)

	 Preliminary DSA Technical Safety Requirements Safety Basis Change Annual Update to DSA Unreviewed Safety Question or Justification for Continued Operations Authorization Agreements Health and Safety Plan: 30 business days Annual Update to the Risk Management Plan per DOE 413.3A: 30 business days
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<u>SECTION K – Representations, Certifications, and Other Statements of</u> Bidders/Offerors

Delete the following in its entirety:

Clause K.3 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE-ADVISORY AND ASSISTANCE SERVICES (JUN 1997) (DEAR 952.209-8)

Replace with the following:

Clause K.3 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE-ADVISORY AND ASSISTANCE SERVICES (JUN 1997) (DEAR 952.209-8) (DEVIATION)

- (a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (b) The Offeror shall provide the statement described in paragraph (c) of this provision as an Exhibit to this Section K.
- (c) The statement must contain the following:
 - (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each

client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

- (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.
- (d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

Delete the following:

Clause K.8 ATTACHMENT A – FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI), paragraph (4)

- 4. Listing of owners, officers, directors, and executive personnel (OODEP)
 - a. The contractor and all tier parents shall submit a list identifying their respective organizations owners, officers, directors, and executive personnel, to include their complete names; social security numbers; date and place of birth; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances. If any position is vacant, so state.
 - b. For sole proprietorships operating in community property states (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, or Wisconsin), information on the sole proprietor's spouse, if applicable, shall also be provided on the OODEP listing.

NOTE: If any of these documents are missing the contracting officer cannot complete award of the contract. Refer to Document SF238.pdf and Document SF238i.pdf

Replace with the following:

Clause K.8 ATTACHMENT A – FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI), paragraph (4)

- 4. Listing of owners, officers, directors, and executive personnel (OODEP)
 - a. The contractor and all tier parents shall submit a list identifying their respective organizations owners, officers, directors, and executive personnel, to include their complete names; social security numbers; date and place of birth; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances. If any position is vacant, so state.
 - b. For sole proprietorships operating in community property states (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, or Wisconsin), information on the sole proprietor's spouse, if applicable, shall also be provided on the OODEP listing.

NOTE: If any of these documents are missing the contracting officer cannot complete award of the contract.

SECTION L – Instructions, Conditions, and Notices to Offerors

L.2 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL

Section L.2(c) Overall Arrangement of Proposal

Delete the Table in its entirety:

Replace with the following:

Proposal Volume — Title	Copies Required
Volume I - Offer and Other Documents	3 original, 5 copies and 5 CD-ROM
Volume II - Technical Proposal	1 original, 15 copies and 10 CD-ROM
Volume III – Cost and Fee Proposal	1 original, 7 copies and 10 CD-ROM

Delete the following in its entirety:

Section L.2(h) Page Description

Replace with the following:

(h) Page Description. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Two columns of text per page and use of bold-faced type are acceptable. The solicitation number, page number, name of the Offeror, the date, and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in the text below, can be used for this information; however, other text reductions are unacceptable.

Graphs, tables and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Arial or Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text. Note the font size for the Integrated Critical Path Schedule required in Section L.4(a) may be smaller than 10 point but shall not be smaller than 7 point font.

Proposals will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each item subject to a page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitations.

Section L.2(q) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements

Add the following to the end of the paragraph:

This information shall be submitted in Volume I.

L.5 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III: COST PROPOSAL

Section L.5(f)(3) <u>Direct Labor Rates and Categories</u>

Add the following sentences to the end of the paragraph:

Request for Proposal DE-RP09-07SR22505

Additionally, Offerors shall complete Attachment F.6 – Consolidated Schedule of Proposed Direct Labor. This schedule will provide a consolidated listing of all direct labor proposed for all years and WBS. A separate sheet shall be prepared for the basic and option period.

Section L.5(f)(6) Subcontract and Other Direct Costs

Add the following sentences to the end of the paragraph:

Additionally, Offerors shall complete Attachments F.7 through F.10 – Consolidated Schedules of Materials, Equipment, Other Direct Costs, and Subcontracts. These schedules will provide consolidated listings of proposed amounts by element for all years and WBS. A separate sheet shall be prepared for the basic and option period.

Delete the following in its entirety:

Section L, Attachment F Summary of Cost Worksheets

Replace with the following:

Revised Section L, Attachment F Summary of Cost Worksheets as pages L-132 through L-147 (Attached herein)

Section L, Attachment G Direct Labor Hours Worksheet pages now become L-148 through L-149 (No other revision)

Section L, Attachment H Key Personnel Resume Format page now becomes page L-150 (No other revision)

Section L Attachment I Letter of Commitment page now becomes page L-151 (No other revision)

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME